Best Regards d'Amico Dry > Singapore

Kindly note our NEW DIRECT numbers
Thomas Ringberg (Direct): +65 6864 7361
Mike Williams (Direct): +65 6854 7362
Pratik Ray Chowdhury (Direct): +65 6854 7363
German Garcla (Direct): +65 6854 7364
Capt Satish Kotakonda (Direct): +65 6854 7365
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Henrik Noergaard@stshi

www.damicoint.com

09/17/2008 10:45 AM

pping.com-

To dry@damicoint.com, chowdhury.p@damicoint.com cc tommy.lund@glencore.com, Kevin.Wongso@stshipping.com, joe.lee@stshipping.com, kelvin.lee@stshipping.com, Harjote.Singh@stshipping.com,

vanessa.wang@glencore.com.sg Subj Diamico/Gleg - Sth Shipment Laycan under C/P dated 28th Jan 2006.

ect

Pratik,

d'Amico / GIAG - CP Dated 26,01.2006

As per terms and conditions of the CP Charterers hereby give the required notice of laydays for the 9th and final shipment under above CP as follows:

Loadport : 1sa Samarinda Laydays : 10 - 20 Oct 2008 Discaport : 1sb Map Ta Phut

Please acknowledge and Charterers look forward to receive owners nomination in due course

Brgds Henrik Nørgaard ST Shipping & Transport Pte. Ltd. Tel +65 6415 7633 Mob +65 9647 1536 bs/Thomas

Best Regards, Thomas Ringberg

## d'Amico Shipping Singapore Pte Ltd

P +65 8884 7361

M +65 9782 8622 F +65 6054 7369 E mobero (@damicoint.com

www.damlcoint.com

- Forwarded by Thomas Ringberg/Montecarlo/Cogema/D'Amico Group on 10/29/2008 01:53 PM ---

Henrik.Noergaard@stshi

pping.com

To ringberg.t@damicoint.com

10/29/2008 01:34 PM

cc chowdhury:p@damicoint.com, dry@damicoint.com, tommy.lund@glencore.com, Kevin.Wongso@stehipping.com, joe.iee@stsnipping.com, kelvin.lee@stsnipping.com, Harjote.Singh@etshipping.com.

Henrik Noergaard@etshipping.com

Subje D'amico/St Shipping - 4th Shipment Laycan under C/F dated

ct 31st Oct 2007 nomination

Thomas - Pratik / Henrik

Re D'amico / St Shipping - CP dd 31-08-2007

We herewith confirm that shippers and receivers have accepted the nominated vessel "Medi Dublin" in accordance with the terms and conditions of the CP with:

- Laydays: 10 19 November 2008
- Loadport: 1sa Samarinda
- Dischport: 1sb Map Ta Phut
- \* Pls note we pushed for early loading but unfortunately have to slick to the agreed laycan. However we will try to load soonest once our barges become available.

Please copy all all post fixture matters for subject vessel to the following E-mail: Sg.traffic@glencore.com.sg

Brgds Henrik Nørgaard ST Shipping & Transport Pie. Ltd. Tel +65 6415 7633 Mob +65 9647 1535

**LB DEP 125** 

DATE: 14/11/2008 TIME: 10:31:34

PRATIK/RENATE

RE: MEDI DUBLIN/PREMIER CHTRG CP DD 14 NOVEMBER 2008

PLEASED TO CONFIRM THAT WE ARE FULLY FIXED ASF:

ALL NEGOTIATIONS/EVENTUAL FIXTURE TO BE KEPT STRICTLY PRIVATE AND CONFIDENTIAL.

1 ACCT PREMIER CHARTERING, G'TEED BY CONCORD ENERGY CONCORD ENERGY PTE LTD HEAD OFFICE 350 ORCHARD ROAD #20-09

SHAW HOUSE SINGAPORE 238868 TEL: (65) 6836 4744 FAX: (65) 6836 6091 TELEX: RS 20771 "CONCRD" EMAIL: TRADE@CONCORDENERGY.COM.SG

- 1.1 OWNERS: D'AMICO DRY LIMITED, DUBLIN
- 1.2 LOADING POINT : ISA TABONEO, BANJARMASIN, SOUTH KALIMANTAN
  DISCHARGING POINT : 1SB IRPC TERMINAL, RAYONG
  THAILAND
- 1.3 LAYCAN : 28 NOV 5 DEC 08

AT LEAST 15 DAYS PRIOR TO THE 8 DAY DATE RANGE, SHIPOWNER TO NARROW DOWN TO A 5 DAY DATE RANGE FOLLOWING ACCEPTANCE OF VESSEL, OWNER SHALL ADVISE ANY CHANGE IN VESSEL S PLANNED ETA AT LOADING PORT. THE OWNER SHALL ARRANGE FOR THE MASTER OF VESSEL TO NOTIFY CHARTERER AND ITS PORT AGENT OF THE VESSEL S ETA 7 (SEVEN) DAYS, 5 (FIVE). DAYS, 3 (THREE) DAYS, (FORTY EIGHT) HOURS, 24 (TWENTY FOUR) HOURS PRIOR TO ETA OF THE VESSEL AT THE LOADING PORT.

1.4. QUANTITY: I SHIPMENT OF 50,000 MT +/- 10 PCT COAL IN BULK IN OWNERS OPTION

NOT LATER THAN 8 (EIGHT) WORKING DAYS PRIOR TO ARRIVAL OF VESSEL AT THE LOADING PORT, OWNER SHALL DECLARE THE COAL QUANTITY LOADABLE SUPPORTED BY THE STOWAGE PLAN

2. PERFORMING VSL PREFER NAMED VSL, BUT IN CASE TBN VSL, POINT 3 TO APPLY AND NO LATER THAN 12 DAYS PRIOR TO ETA OF VESSEL, SHIPOWNER SHALL NOMINATE THE PERFORMING VESSEL TO CHARTERER

3. VESSEL REQUIREMENT:
SHIPOWNER TO WARRANT VESSEL IS OCEAN-GOING SINGLE DECK VESSEL, MAX 15
YRS, MINIMUM FOUR CRANES EACH 25 (TWENTY-FIVE) TONNES LIFTING CAPACITY
PER UNIT, MINIMUM 4 GRABS AT A MINIMUM OF 12 CBM PER UNIT IN GOOD
WORKING CONDITIONS, WITH MINIMUM OUTREACH OF CRANES 9.5 METRES,
DISTANCE FROM SEA LEVEL TO BOTTOM OF GRAB WHEN LADEN MINIMUM 15.4

METRES, WITH THE MAXIMUM ARRIVAL DRAFT OF 15 METRES AT DISCHARGE PORT.

## 4. LOADING/UNLOADING TERMS

A)LAYTIME TO COMMENCE 12 (TWELVE) HOURS AFTER NOR HAS BEEN TENDERED AND ACCEPTED UNLESS SOONER COMMENCED IN WHICH CASE ACTUAL TIME USED TO COUNT BENDS. LAYTIME SHALL BE DEEMED COMPLETED AFTER REMOVAL OF ALL SHORE EQUIPMENTS FROM THE VESSEL.

B) COAL SHALL BE LOADED AVERAGE RATE 7,000 MT PER WEATHER WORKING DAY 24 CONSECUTIVE HOURS, SHINC AND DISCHARGED AT AVERAGE RATE OF 8000 MT PER WEATHER WORKING DAY 24 CONSECUTIVE HOURS, SHINC.

C)FIRST OPENING AND LAST CLOSING OF HATCHES AND BREAKDOWN OF WINCHES WILL NOT COUNT AS LAY\_TIME ON PRO RATA BASIS.

D) NOTICE OF\_READINESS (NOR) SHALL BE TENDERED BY THE VESSEL ON ARRIVAL AT THE LOADING PORT, WHETHER IN BERTH OR NOT (WIBON), ANY TIME DAY & NIGHT, SUNDAYS AND HOLIDAYS (EXCLUDING MAJOR INDONESIAN HOLIDAYS), PROVIDED THE VESSEL IS IN ALL RESPECT READY TO LOAD AND IS IN FREE PRATIQUE OR CUSTOM/IMMIGRATION CLEARED, IN CASE FREE PRATIGUE IS NOT OBTAINED, NOR SHALL BE CONSIDERED NULL AND VOID AND THE VESSEL SHALL ISSUE A NEW NOR WHEN THE VESSEL IS READY TO LOAD THE COAL.

E)NOTICE OF READINESS AT DISCHARGE PORT SHALL BE TENDERED AT ANY TIME DURING DURING NORMAL WORKING HOURS (0900-1700 MONDAY TO FRIDAY) EXCEPT BOLIDAY IN. THAILAND, LAYTIME SHALL COMMENCE 12 (TWELVE) HOURS AFTER VALID TENDERED NOTICE OF READINESS HAS BEEN ACCEPTED AT DISCHARGE PORT TWHETHER IN FREE FRATIQUE OR NOT)UNLESS DISCHARGING IS SOONER COMMENCED IN WHICH CASE FULL TIME STARTS TO COUNT WHEN DISCHARGING BEGINS.

E)SHIPOWNER SHALL ARRANGE FOR THE MASTER OR VESSEL'S AGENT TO ADVISE LOADING TERMINAL/CHARTERER FOR EXPECTED TIME OF ARRIVAL (ETA) OF THE VESSEL AT LOADING PORT BY FAX OR EMAIL AT THE FOLLOWING INTERVALS PRIOR TO ITS EXPECTED TIME OF ARRIVAL UPON SAILING FROM PREVIOUS PORT AND 7/5/3 DAYS AND 48 HOURS AND 24 HOURS, 12 HOURS, 6 HOURS, 3 HOURS FRIOR ETA. UPON SAILING FROM LOADPORT, SHIPOWNER TO ADVISE ETA AT DISPORT AND THEN FOLLOWED BY 7/5/3 DAYS AND 48 HOURS AND 24 HOURS, 12 HOURS, 6 HOURS, 3 HOURS PRIOR ETA AT DISCHARGE PORT.

F) CHARTERER SHALL REVERT ON STOWAGE FACTOR. EST SF 37-41

G)STEVEDORE STANDBY CHARGE ARISING OUT OF CARGO WORK STOPPAGES OCCASIONED BY FAILURE OF VESSEL'S GEAR SHALL BE REIMBURSED BY SHIPOWNER TO CHARTERER AT THE RATE OF USD 200.- (TWO HUNDRED) PER CRANE PER WEATHER WORKING DAY OF 24 (TWENTY-FOUR) CONSECUTIVE HOURS, PROVIDING THAT THERE IS A WHOLE GANG OF STEVEDORES WORKING WITH THAT CRANE THEN, THE STEVEDORES STANDBY CHARGES WILL BE CHARGEABLE AFTER THE FAILURE OF VESSEL'S GEAR LAST FOR 4 (FOUR) WORKING HOURS

CONSECUTIVELY. SUCH REIMBURSEMENT SHALL BE MADE TOGETHER WITH DEMURRAGE/DISPATCH SETTLEMENT. SHIPOWNER SHALL BE RESPONSIBLE FOR ANY CLAIM, LOSSES OR DAMAGES.

H) IN THE EVENT THAT CHARTERER FAILS TO MAINTAIN THE LOAD RATE AND DISCHARGE RATE HEREINABOVE PROVIDED, CHARTERER SHALL PAY DEMURRAGE AT THE RATE STIPULATED CHARTER PARTY. IF DISCHARGE IS COMPLETED AT A FASTER RATE THAN HEREINABOVE PROVIDED, SHIPOWNER SHALL PAY TO CHARTERER DESPATCH FOR LAYTIME SAVED AT HALF OF SUCH DEMURRAGE RATE WITRIN 30 DAYS AFTER SHIPOWNER AND CHARTERER AGREED ON THE FINAL CALCULATION OF LAYTIME. FOR PURPOSE OF COMPUTING DEMURRAGE AND DESPATCH, TIME ALLOWED FOR LOADING AND DISCHARGING IS TO BE CALCULATED ON THE BASIS OF QUANTITY AS STATED IN THE BILL OF LADING.

I) IF VESSEL IS NOT FOUND READY IN ALL RESPECTS TO LOAD OR DISCHARGE (WHETHER IN FREE PRATIQUE OR NOT), THE ACTUAL TIME LOST UNTIL VESSEL IS IN ALL RESPECTS READY TO DISCHARGE SHALL NOT BE COUNTED AS LAYTIME. IF FOR VARIOUS REASONS THE VESSEL CAN BE PARTLY DISCHARGED, THEN PRO-RATA LAYTIME SHALL APPLY.

AFTER THE COMPLETION OF DISCHARGE OF THE CARGO, THE VESSEL SHALL NOT LEAVE UNTIL THE FINAL DRAFT HAS BEEN COMPLETELY DONE BY THE CHARTERER ..SUCH PERIOD FROM THE COMPLETION OF DISCHARGE UNTIL THE COMPLETION OF FINAL DRAFT SHALL NOT BE COUNTED AS LAYTIME.

J) ALL CLAIMS FOR DAMAGES ALLEGEDLY CAUSED BY STEVEDORES DURING LOAD/DISCHARGE ARE TO BE SETTLED DIRECTLY BETWEEN SHIP-OWNERS AND STEVEDORES HOWEVER CHARTERERS TO REMAIN ULTIMATELY RESPONSIBLE FOR SAME. THE MASTER OF SKIP IS TO NOTIFY THE STEVEDORES IN WRITING OF ANY DAMAGE WITHIN 48 (FORTY-EIGHT) HOURS AFTER ITS OCCURRENCE AND, IN ANY CASE, PRIOR TO THE VESSEL'S SAILING OFF LOAD OR DISCHARGE FORT. TIME LOST OR USED TO REPAIR SUCH DAMAGE, CAUSED BY THE STEVEDORES, IS NOT TO COUNT AS LAYTIME.

K)OFFICERS AND CREWS' OVERTIME CHARGES SHALL ALWAYS BE FOR VESSEL'S ACCOUNT.

5. IN CASE ORIGINAL (CLEAN ON BOARD) B/LS ARE NOT AVAILABLE AT DISCHARGEPORT, MASTER TO RELEASE CARGO AGAINST OWNERS PANDI L.O.I

SIGNED BY CHRTS ONLY.

6.DUE AND OTHER CHARGES
DUES AND OTHER CHARGES LEVIED UPON THE VESSEL, HOWSOEVER ASSESSED,
SHALL BE PAID BY SHIP'S OWNER. DUES AND OTHER CHARGES UPON THE CARGO
SHALL BE PAID BY CHARTERER.

- 7. LOADPORT AND DISCHARGE PORT AGENTS
  CHRTS WILL REVERT WITH FULLSTYLE OF AGENTS IN DUE COURSE
- 8. FREIGHT RATE USD 5.60 PMT FIOS 1/1.
  95PCT FREIGHT ON B/L QTTY TO BE PAID WITHIN 3 BANKING DAYS AFTER
  COMPLETION OF LOADING AND SIGNING/RELEASING ORIGINAL B(S)/L MARKED.
- 9. FREIGHT DEEMED EARNED UPON COMMENCMENT OF LOADING DRAVAOCLONL
- 10. DEMURRAGE USD 5,500 PDPR HDWTSBENDS
- 11. CHTRS AGENTS BENDS BUT OWNERS TO PAY REASONABLE /CUSTOMARY AGENCY FRES:

12. ENGLISH LAW AND LONDON ARBITRATION TO APPLY.

13. OWISE AS PER CHTRS EXECUTED CP DATED ON 15 FEB, 2008 WITH LOGICAL ALTERATIONS TO INCORPARTE MAINTERMS AND THE FLWG AGREED AMENDMENTS:

MAIN BODY: -

CL 26: INSERT "CHARTERERS REMAIN LIABLE THAT "AFTER "SHIPPED, AND"

RIDER CLAUSES: -

CL 30:-

INSERT AT THE END: "OWNERS HAVE THE OPTION OF SUBSTITUTING THE NOMINATED VESSEL LATEST 5 DAYS PRIOR ETA LOADING PORT ON THE BASIS OF CHARTERERERS BEST ENDEAVOURS TO GET SHIPPER/SUPPLIERS TO AGREE TO SAME."

CL 41:-

LINE 1: INSERT " (WITH RUBBER TYRED WHEELS AND NOT EXCEEDING VSSL TANKTOP STRENGTH )" AFTER " PAYLOADERS"

CL 54:-

PARA 2: INSERT AT THE END "IN ANY CASE FREIGHT HAS TO BE IN OWNERS NOMINATED BANK ACCOUNT BEFORE BREAKING BULK"

14.5 TTL COMM INCL 3.75 ADDCOM + 1.25 PERCENT SSY SINGAPORE ON FREIGHT, DEADFREIGHT AND DEMMURAGE END RECAP

4+

PER YR INSTRUCTION WE HVE PASSED ON FLWG VSL NOMINATION AS RECVD FROM YOU AND WILL REVERT WITH SHIPPERS/RECEIVERS APPROVAL WITHIN MONDAY 17 NOVEMBER

++

VESSEL NOMINATION:

ALSO AS PER CP OWNRS WISH TO NOMINATE M,V. MEDI DUBLIN OR SUB FOR THE LIFTING WITH A NARROWED LAYCAN 30 NOV-4 DEC 2008

M.V. MEDI DUBLIN
PAN FLAG BLT MES 11/2005
56,040 MTDW ON 12.575 SWS (TPC 55.57)
189.99 LOA / 32.26 BEAM
31,247/18,504 GRT/NT
CLASS NK
SHO/5HA \_ END FOLDING TYPE H/COVERS
70,808 CBM GR IN M/H
4 CR 30 T SWL
4 EL/HYDR GRABS 12 CBM CAPACITY
ALL DETAILS ABOUT

VESSELS ITINERY:

ETCD MAPTHAPHUT 25/26 NOV AGN WP WOG UCAE ETA BANJARMASIN 30NOV/1 DEC AGN WP WOG UCAE

REGARDS

RENATE DRYSDALE

3

SSY SINGAPORE DIRECT: +65 6854 5144 MOBILE: +65 9841 6604 charteringasia@ssyhandy.com

[A MIME PART ( - ATTACHMENT; FILENAME="PROFORMA CP - PREMIER.PDF") WAS DETECTED HERE]

Details of all Simpson, Spence & Young Group companies can be found at http://www.ssyonline.com/\_Terms.html

- Proforma\_CP - Premier\_PDF

Revised clean recap.,

changes are the notices.

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P+377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

R.S. Platou (Asia) Pte Ltd

<dry@platou.com.sg>

To "HC" < dry@demicoint.com>

01/08/2009 05:59 PM

 $\alpha$ 

Please respond to R.S. Platou (Asia) Pte Ltd<dry@platou.com.sg>

Subj Re: MEDI DUBLIN / CARGILL - CP DD 08 JANUARY 2009 ect REVISED CLEAN RECAP

Ref: 080109-UD025061 - R.S. Platou Singapore, Dry Cargo Chartering Department.

PRATIK / ULAS

GOOD DAY

RE: MEDI DUBLIN / CARGILL - CLEAN RECAP - CP DD 08 JANUARY 2009 (REVISED)

PLSED TO DRAW THE CLEAN RECAP WITH CP DD 08 JANUARY 2009

M V. MEDI DUBLIN PAN FLAG BLT MES 11/2005 56,040 MTDW ON 12.575 SWS (TPC 55.57) 189.99 LOA / 32.26 BEAM 31,247/18,504 GRT/NT CLASS NK

```
5HO/5HA - END FOLDING TYPE H/COVERS
70,808 CBM GR IN M/H
4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS)
4 EL/HYDR GRABS 6/12 CBM CAPACITY
SPED CONS IN SMOOTH WEATHER/CALM SEA UPTO MAX EF4/DSS3
NO ADV CURRENT EXCL SAILING RESTRICTED AREAS A/O MANOUVERING IN/OUT
PORTS/CANAL/ETC
ABT 14 KN (B) / 13.5 KN (L) ON ABT 33 MT 1FO + ABT 0.2 MT MDO
PORT CONS
IDLE ABT 2.8 MT IFO + ABT 0.3 MT MDO
WORK CR ABT 5 MT IFO + ABT 0.5 MT MDO
CONST ABT 350 MT EXCL FW N UNPUMPABLE BALLAST
VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW,
SHALLOW, BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT,
ENGINE/GENERATOR STARTING/STOPPING
ALL DETAILS ABOUT
VESSEL IMO NUMBER: 9290907
INMARSAT 'C'
  EMAIL: MASTER. MEDIDUBLINGAMOSCONNECT. COM
  MMSI: 371619000
  SAT-A
  TEL: INMARSAT 'F' 764569562
  FAX: INMARSAT 'F' 764569563
  TLX: -
OWNS: DAMICO DRY LIMITED, DUBLIN
OWNS BANK DETAILS
REMIT TO
                    JP MORGAN CHASE BANK, NEW YORK
SWIFT CODE :
                    CHASUS33
TO THE CREDIT OF ... JULP. MORGAN BANK (IRELAND) PLC, DUBLIN
SWILT' CODE :
                    CHASIE2X
IN FAVOUR OF:
                    D'AMICO DRY LIMITED
ACCOUNT N"
                    79700802
IBAN CODE
                    IE23 CHAS 9309 0379 7008 02
- ACCOUNT CARGILL INTERNATIONAL S.A. GENEVA
- DEL APS MUARA PANTAI ATONSHINC
- LAYCAN 15-21 JAN-2009 (00:01-23:59 RRS)
- FOR 1 TCT VIA SPS SBS SAS AA AWIWL VIA INDONESIA TO THAILAND WITH
HARMLESS/LAWFUL
  COAL IN BULK
- REDEL DLOSP 1 SP THAILAND (INT KOSICHANG) ATONSHINC
- DURATION ABT 14 DAYS WOG
- HIRE USD 6500 DIOT, CHRIRS WILL PAY THE FULL HIRE FOR THE VOYAGE BUT
WITHOUT
  BUNKER VALUE
- ILOHC USD4500
- BOD ABT 1000-1100 MT IFO AND ABT 25-35 MT MDO
- BOR QTTIES TO ABT SAME AS BOD QTTIES
  (PRICES USD 270/ MT IFO AND USD 500/ MT MDO BENDS. )
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- OWNERS/MASTER ARE RESONSIBLE FOR FUNDING PORT AGENTS DIRECTLY FOR OWNERS ACCOUNT IN
```

ADVANCE AND DIRECT SETTLEMENT WITH AGENTS.

NO OWNERS ACCOUNT SHALL BE ADVANCED/DEDUCTED FROM HIRE BY CHARTRS. OWNERS TO

ADVISE TO CHARTES CONTACT NUMBER/ADDRESS OF OWNERS AND HEAD OWNERS IN RESPECT OF

SETTLEMENT OF OWNERS DISBURSEMENTS AT ALL PORTS CALLED. OWNERS TO APPOINT OWNERS

AGENTS TO ATTEND OWNERS MAJOR OWNERS MATTER SUCA AS CREW CHANGE, CREW HOSPITALIZATION ETC. CHARTRS AGENTS WILL ATTEND OWNERS MINOR MATTERS WITH OWNERS

PAYING THE ACTUAL COSTS FOR SUCH MATTERS PROVIDED SAID AGENTS ARE WILLING AND ABLE

TO DO SO. IF OWNERS EXPENSES INCURRED TO CHARTRS, OWNERS TO REIMBURSE WITHIN10 DAYS

OF RECEIPF OF VOUCHERS

- "AWT" CANNOT BE EMPLOYED AS WEATHER ROUTING AGENCY.
- 3.75 PCT ADD COMM + 1.25 PCT TO RS PLATOU (ASIA) PTE. LTD.
- OWISE AS PER MEDI DUBLIN / CARGILL CP DD 14 JULY 2008 WITH LOGICAL ALTERATIONS AND

AMENDMENTS ONLY

++END RECAP

FOR INFORMATION PURPOSE THE DELY AND REDELY NOTICES DER THIS CP WILL BE: DELVY: 3-2-1 DAYS NOTICES REDLY: 10 DAYS PROBABLE AND 7/5/3/2/1 DAYS DEFINITE NOTICES

TRUST ABOVE IN GOOD ORDER

MANY THANKS FOR YOUR KIND SUPPORT

BEST REGARDS, ULAS DURALI

R.S. PLATOU (ASIA) PTE. LTD.

TEL : + 65 6336 8733 FAX : + 65 6336 8741 MOB : + 65 9837 5262 EMAIL : DRY@PLATOU.COM.SG WEB : WWW.PLATOU.COM ciao Al),

Medi dublin will be performing LIBRA SPOT cargo as per the below recap.

The loadport declared is samarinda.

the brokers are fearnleys india and this fixture has to be kept totally pnc.

Best Regards,

d'Amico Dry -- Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6864 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9843

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310-5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Boltazzi P +1 604 484 8022 / M +1 778 888 6528

> Keyin Lisboa th>

<chartering@Fearnieys.co. To "D'Amico Singapore" <dry@damicoint.com>

CC

01/23/2009 05:55 PM Please respond to

SUBJ MV MEDI DUBLIN OR SUBJ-LIBRA - CLEAN RECAP ect Kevin Lisboa <chartering@Feamleys.co.th>

PRATIK/ KEVIN

MV MEDI DUBLIN OR SUB/ LIBRA - AMENDED CLEAN RECAP

CONFIRM HAVING CLEAN FIXED WITH C/P DTD 23 JAN 2009 ASF:

FIXTURE TO BE KEPT STRICTLY P+C BY ALL PARTIES CONCERNED

M.V. MEDI DUBLIN OR SUB

```
PAN FLAG BLT MES 11/2005
56,040 MTDW ON 12.575 SWS (TPC 55.57)
189.99 LOA / 32.26 BEAM
31,247/18,504 GRT/NT
CLASS NK
5HO/5HA 0 END FOLDING TYPE H/COVERS
70,808 CBM GR IN M/H
4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS)
4 EL/HYDR GRABS 6/12 CBM CAPACITY
ALL DETAILS ABOUT WOG
```

- OWNERS TO CONFIRM THE PERFORMING VESSEL LATEST 5 DAYS PRIOR ETA LOADPORT - Chrtrs to confirm the substitution latest within 1 working day after nomination.

#### FOR

- 🗀 -ACCT. LIBRA SHIPPING SERVICES LLC, DUBAI
  - -50,000MT 1DPCT MOLOO COAL IN BULK
  - -LOAD PORT: 1/2SF 1/2 SA(S) SOUTH EAST KALIMANTHAN INDONESIA AAAA (BUNYU/TABONEO RANGE)
  - DISCHARGE PORT: 1SP 1/2SBA TUTICORIN-MAAAA
    OR CHOPT 1SP KAKINADA 1/2SBA AAAA
    OR CHOPT 1-SP-PARADIP 1/2SB(S) AAAA
    OR CHOPT-1SP VIZAG 1/2SB(S) AAAA
    OR CHOPT 1-SP(S) MUNDRA 1/2SB AAAA
    OR CHOPT 2SP PARADIP OR VIZAG + HALDIA AAAA
  - -DRAFT AT KAKINADA IS 11.50 MTRS-
  - -Chrtrs to declare and confirm discharge port latest on passing Singapore.
  - -AT ALL OTHER PORTS CHARTERERS TO GUARANTEE 12.5 MTRS SWAD OR LIGHTERAGE IF ANY AT DISPORT TO BE FOR CHRTRS TIME AND ACCT.
  - LAYCAN : 01/10 FEB 2009
  - LOADRATE:
    8,000MT PWWD SHINC
    BUT ALWAYS EXCLUDING 6 STATUTORY HOLIDAYS UU
    NOR AT LOADPORT TO BE TENDERED ON ARRIVAL 'WWWW' DURING OFFICE HOURS [09001700 HRS MON TO FRI AND 0900-1300 SAT).
    12HRS TT USC IF USED ATUTC AT EACH PORT
  - DISCHARGE RATE:
    20,000MT PWWD SHINC AT MUNDRA
    6,000MT PWWD SHINC AT HALDIA
    10,000MT PWWD SHINC AT HIL OTHER PORTS DECLARED ABOVE
    BUT ALWAYS EXCLUDING 6 STATUTORY HOLIDAYS UU
    NOR AT DISCHARGE PORT TO BE TENDERED ON ARRIVAL 'WWWW' DURING OFFICE HRS AT ALL PORTS (0900-1700 HRS MON TO FRI AND 0900-1300 SAT).
    12HRS TT USC IF USED ATUTC AT ALL PORTS

-FREIGHT RATE: BASIS LOADING SOUTH - EAST KALIMANTHAN (BUNYU/ TABONEO RANGE)
USD 5.75 PMT BSS 1/1 VIZAG/PARADIP DISCHG
USD 6.25 PMT BSS 1/1 TUTICORIN DISCHG
USD 6.75 PMT BSS 1/1 KAKINADA DISCHG 611.5M DRAFT
USD 6.35 PMT BSS 1/1 MUNDRA WITH 20K SHINC DISCHG

0.25PMT EXTRA FOR 2ND LOADPORT [BOTH ANCHORAGE LOADING WITHIN THE LOADPORT OPTIONS]

USD 7.00 PMT BSS 1/2 WITH HALDIA AS 2ND DISPORT (THE HALDIA AS SECOND DISPORT HAS TO BE BSS PARADIP OR VIZAG AS FIRST DISPORT ONLY)

- DEM USD 4500 PDPR/DHDWTSBE LAYTIME NON REVERSIBLE BETWEEN LOAD AND DISCHPORTS BUT REVERSIBLE BETWEEN 2 LOAD AND 2 DISCHG PORTS
- -FRT PAYMENT: FRT 95 PCT LESS ADDCOMM PAYABLE WITHIN 3 BANKING DAYS AFTER COMPLETION OF LOADING AND S/R BL/S MARKED 'FRT PAYABLE AS PER C/P'AND 'CLEAN ON BOARD'. BALANCE 5 PCT TO BE SETTLED, ALONG WITH DEM/ DESP IF ANY, WITHIN 30 DAYS OF COMPL OF DISCH AND OWRS SUBMITTING RELEVANT TS/NOR/SOF ETC.
  - CHARTERERS AGENTS BENDS SUBJECT TO CUSTOMARY D/A
  - IN THE EVENT ORIGINAL BS/L ARE NOT AVAILABLE AT DISPORT, OWRS TO DISCHARGE AND RELEASE ENTIRE CRGO ON RCPT OF FAXED LOI WORDED AS PER OWNERS PANDI CLUB WORDING AND SIGNED BY CHRRS ONLY WITHOUT ANY COUNTER GTEE OR SIGNATURES.
  - TAXES/DUES ON FRT AND VSL TO BE FOR OWRS ACCT BENDS, TAXES/DUES ON CGO TO BE FOR CHTRS ACCT BENDS.
  - GA/ARBT IN LONDON AND ENGLISH LAW TO APPLY
  - TTL 2.50PCT ABC + 1.25PCT FEARNLEYS TO CHRTRS ON F/D/D
  - O'WISE AS PER LAST DONE C/P DATED 13 MAY 2008 BETWEEN OWNERS AND CHRTRS WHICH TO BE LOGICALLY AMENDED AS PER ABOVE AGREED TERMS.

END

.

MANY THANKS FOR YOUR SUPPORT ENABLING US CONCLUDE THIS FIXTURE

Brgds,

Kevin Lisboa Fearnleys India

Dir: 91 22.4037 8183 Mob: 91 98200 26651

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ţ.,

RE MEDI DUBLIN / JALDHI

PLSED TO RECAP A CLEAN FIXTURE WITH CHARTER PARTY DATED 02\*\*\* MARCH 2009 AS RELOW.

M.V. MEDI DUBLIN PAN FLAG BLT MES 11/2005 56,040 MTDW ON 12.575 SWS (TPC 55.57) 189.99 LOA / 32.26 BEAM 31,247/18,504 GRT/NT CLASS NK 5HO/5HA - END FOLDING TYPE H/COVERS 70,808 CBM GR IN M/H 4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS) 4 EL/HYDR GRABS 6/12 CBM CAPACITY SPEED CONS IN SMOOTH WEATHER/CALM SEA UPTO MAX BF4/DS53 NO ADV CURRENT EXCL SAILING RESTRICTED AREAS A/O MANOUVERING IN/OUT PORTS/CANAL/ETC ABT 14 KN (B) / 13.5 KN (L) ON ABT 33 MT IFO + ABT 0.2 MT MDO PORT CONS IDLE ABT 2.8 MT IFO + ABT 0.3 MT MDO WORK CR ABT 5 MT 1FO + ABT 0.5 MT MDO CONST ABT 350 MT EXCL FW N UNFUMPABLE BALLAST VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW, SHALLOW, BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT, ENGINE/GENERATOR STARTING/STOPPING ALL DETAILS ABOUT

- OWNERS WARRANT VSLS GRABS ARE SUITABLE FOR LOADING OF IRON ORE

-FOR

- 01) A/C JALDHI OVERSEAS PTE LTD
- 02) DELIVERY DLOSP OR WWR HALDIA, IN CHRS OPTION ATDNSHING CHRTRS TO DECLARE THEIR OPTION LATEST 48 HRS PRIOR TO VESSELS COMPLETION OF DISCHARGE AT HALDIA
- 03) LAY/CAN 05-12 MARCH 2009 CHRS WL GV OWRS 10/7/5 APPR REDEL NOTICE AND 3/2/1 DAYS DEFINATE REDEL NOTICE.
- DLY/REDEL BASED ON GMT
- 04) FOR 1TCT VIA SP9, SBS SAS, AA AWIWL TO LOAD EC INDIA TO DISCH 1SP CHINA WITH IRON ORE IN BULK/FINE/LUMP IN BULK IN CHOPT, DUR IS ABT 25/30 DAYS WOS.
- 05) REDEL DLOSP I SP CHINA ATDNSHINC CHRS TO ADV REDELY RGE (NORTH, CENTRAL OR SOUTH CHINA) UPON VSL PSG SPORE, AND DISCHRG PORT 2 DAYS AFTER PSG SPORE.
- 06) HIRE USD 13,000 PDPR INCLOT.
  FIRST 15 DAYS HIRE PLUS VALUE OF BUNKERS CONSUMABLE UPTO SINGAPORE TO BE PAID TO OWNER'S NOMINATED BANK W/I 3 BANKING DAYS AFTER VSL'S DLY TO CHRIRS

AGAINST OWNERS FAX / E-MAIL INVOICE. SUBSEQUENT HIRE(S) TO BE PAID EVERY 5 DAYS IN ADVANCE, ALMAYS SUBJECT TO UPTO ESTIMATED TIME OF VSL'S REDELIVERY.

CHTRS HAVE THE RIGHT TO DEDUCT VALUE OF EST BUNKER ENABLE VSL TO REACH SPORE PAID ALONGWITH FIRST HIRE FROM LAST SUFFICIENT HIRE PAYMENT(S).

CHRS ALWAYS SUPPLY BUNKER AS PER SPECIFICATION OF BTB CP. CHRTRS CAN DEDUCT OWNERS ESTIMATED EXPENSES FROM LAST SUFFICIENT HIRE BUT MAX LUMPSUM USD750

- 07) ILORC : USD 5000 L/SUM charts to arange for DUNNAGE AND/OR DEBRIS AND/OR LASHING REMOVAL .
- 08] ILO VICTUALLING/COMMUNICATIONS/ENTERTAINMENT: USD 1250 PMPR
- 09) BUNKER CLS:
  BUNKERS ROB ON DELY ABT 900MT IFO AND ABT 30MT MDO.
  BOR ABT SAME QTTY AS BOD.
  PRICES USD255/IFO AND USD410/MDO PER MT BENDS.
- 10) If DLOSP haldia option is declared then vals holds on arrival first loading port to be clean/swept and washed down with freshwater and dried and ready to receive chtrs intended cargo, being free of loose rust scale and previous cargo residues to the satisfaction of an independent surveyors, she val not the ready or approved by relevant surveyors as being fit and suitably clean for chtrs intended cargo the val to be offhire from time of rejection until the val is accepted and any direct expenses incurred to be paid by owners.

IF CHTA'S EXERCISE 'WWR' OPTION, OWNERS ARE NOT TO BE RESPONSIBLE FOR HOLDS\_CLEANLINESS BUT CREW SHALL EXERT BEST ENDEAVOURS TO SWEEP THE HOLDS PROVIDED LOCAL RULES AND REGULATIONS ALLOW SAME.

- 11) 3,75 PCT ADDCOMM + 1.25 PCT BRS SPORE
- 12) CHARTERS AND/OR THEIR AGENT HAVE OPTH TO SIGN BS/L ON BEHALF OF MASTER-STRICTLY IN CONFIRMITY WITH MATE'S RECEIPT W/OUT PREJUDICE TO THIS C/P.
- 13) OWNS WARRANT GTEE TT VSLS HATCH COVERS ARE TB WATERTIGHT THROUGHOUT THE DURATION OF THIS CHARTER PERIOD
- 14) OWNS WARRANT THAT THE VESSEL SHALL BE FULLY COVERED BY P+1 CLUB AND HULL & MACHINERY INSURANCE DURING THIS CHARTERED PERIOD
- 15) ARBIN London WITH ENGLISH LAW TO APPLY.

O'WISE AS PER OWNRS BTB CP AS ATTACHED, LOGICALLY AMENDED IN LINE WITH MAIN TERMS AGREED AS ABY, AND WITH THE FLWG ALTERATIONS ONLY:

PRINTED FORM

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L.22 : PLS ADD AT THE END 'OCEANROUTES TO BE APPOINTED AND REPORT OF OCEANROUTES TO BE BINDING ON BOTH PARTIES'

MAIN FORM

01 cargo exclusions

vessel shall be employed in carrying lawful merchandise excl any goods of dangerous, injurious and inflammable or corrosive nature (as listed on Imdg Code - class I to ix). w/o prejudice to the foregoing the foll crgoes are specifically EXCULDED:

ANY CRGO EXCEEDING TANTK TOP STRENGHT AND/OR REQUIRING COZ FITTINGS AND/OR ELECTRICAL/MECHANICAL VENTILATION IN CRGO HOLDS, absestos, ALUMINA, ammonia, ammonium nitrate, AMMONIUM SULPHATE, arms, ammunitions, asphalt, blasting caps, bitumen, bombs, bones, bones meal, borax, brown coal, calcined pyrytes, calcium carbide, calcium hypocloride, carbon black, caustic soda, cement, charcoal, chilean nitrate, CONTAINERS ON DECK, copra, cotton, creosote (coal tar or wood tar), detonator caps, direct reduced iron "DRI" (such as lumps, pellets and cold-moulded briquettes), direct reduced iron (briquettes, hotmoulded) , expellers (any type of expellers, including but not limited to sunflower seeds expellers), explosives (any type), ferrophosphorus, ferrositicon (including briquettes), fishmeal, fishscrap, fluorspar, hbi, hides, iron oxide (SPENT), IRON SPONGE (SPENT), LEAD NITRATE, leather, LIME (unslaked), livestook of any description, logs, lumber, MACOYA PELLETS, magnesia (UNSLAKED), METAL SULPHIDE CONCENTraTES, Motor blocks and turnings, motor spirit, naphta, nitrate, nuclear fuel and material, PEAT MOSS, petroleum or any of its products (BUT PET COKE ALLOWED - MAX ONE CARGO), PIG IRON, pitch PRILL, PRILLED COAL TAR PENCIL PITCH, pond coal, PYRITE IN BULK, QUEBRACHO, QUICK LIME, radioactive materials and wastage, resin, rice, salt, SALT CAKE, SAWDUST, SCRAP, SEED CAKES, SILICA SAND, SILICOMANGANESE, SODA ASH, SPENT OXIDE, SPONGE TRON, Sulphur, TANKAGE, Tar or any of its products, TIMBER, tobacco, VANADIUM ORE, WOODCHIPS, WOOD PULP PELLETS, ZINC ASHES.

mineral CONCENTRATES ARE PERMITTED provided loaded, stowed and carried in accordance with imo REGULATIONS AND subject to T.M.L. (TRANSPORTABLE MOISTURE LIMIT) CERTIFICATE being presented to master for his approval.

if imo classified cargoes are carried charterers/shippers shall provide the master with any evidence he may reasonably required to show that the crgo is packaged, laballed, loaded and stowed in accordance with imo regulatuions, failing which the master is entitled to refuse to load it.

trading limits
trading WW ALW VIA SP/SB/SA, ALW AFLOAT EXCEPT NAABSA AT SUCH PLACES IN
BRAZIL/ARGENTINA/URUGUAY (loading GRAIN ONLY) WHERE IT IS CUSTOMARY FOR
VESSELS OF SIMILAR SIZE TO SAFELY LIE AGROUND, ALW W/I INL EXCEPT ALBANIA,
AMAZON RIVER NORTH OF TROMBETAS, ANGOLA, BANGLADESH, CANBODIA, CONGO, CI.S.
Pacific, CUBA, ERITREA, ETHIOPIA, haiti, iraq, israel, LEBANON, liberia,
118YA, MONTENEGRO, MOZAMBÍCO, NORTH KOREA, ORINOCO RIVER, SERBIA, SIERRA
LEONE, SOMALIA, SRI LANKA, SUDAN, SYRIA, TANZANIA, TURKISH OCCUPIED CYPRUS,
YEMEN, WAR AND WAR LIKE ZONES.
VESSEL SHALL NOT TRADE DIRECTLY BETWEEN TAIWAN AND MAINLAND CHINA AS LONG AS
SUCH TRADING/SAILING IS NOT ALLOWED BY TAIWANESE/CHINESE AUTHORITY.

bimco standard war risk clause for time charteres, 1993, code name "conwartime 1993", to apply

freight Payment Clause
Payment of hire shall be made so as to be received by Owners or their
deignated payee in (Owner's Bank to be inserted), in United States curency,
in fund available to the Owners on the due date, 15 days in advance, and for
the last month or part of same the approximate amount of hire, and shid same
not cover the actual time, hire shall be paid for the balance day by day as
it becomes due, if so required by the Owners. Failing the punctual and
regular payment of the hire, or on any fundamental breach whatsoever of this

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Charter Party, the Owners shall be at the liberty to withdraw the vessel from the service of the Charterers w/o prejudice to any claims they (the Owners) may otherwise have on the Chartereres..

At any time after the expiry of the grace period provided in the paragraph hereunder and while the hire is oustanding, the Owners shall, w/o prejudice to the liberty to withdraw, be entitled to withold the performance of any and all of their obligations hereunder in this charterer and shall by no responsability whatsoever for any consequence thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any other extra expenses resulting from such witholding shall be for Charterer's account.

Grace PERIOD: Where is failure to make punctual n regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their Bankers, the Charterers shall be given by the Owners two (2) clear banking days (as recognized at the agreed place of payment) written notice to retail the failure, and when so rectified within those (2) two days following the Owner's notice, the payment shall stand as regular and punctual.

Failure by Charterers to pay the hire within (2) two days of their receiving the Owner's notice as provided herein, shall entitle the Owners to withdraw as set forth at pargraph above.

END RECAP

Med Dublin - Jaldhi - 02.03.09.pdf

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## PLEASE FIND HERE BELOW AMENDED CLEAN RECAP

the only change is chtrs to read 'Oldendorff Carriers Gmbh & co. KG, Luebeck, Germany' instead of 'Oldendorff Gmbh & co. KG, Luebeck, Germany'.

--- Forwarded by Pacio Montella/Montecarlo/Cogama/D'Amico Group on 29/09/2008 12:13 ----

### <dry@lcap.com>

29/09/2008 10:37
Please respond to
<dry@icap.com>

To "D'Amico Societa di Navigazione SPA"

<dry@damlcoint.com>

Subj MEDI FIRENZE/ OLDENDORFF - CLEAN FIXTURE

ect RECAP - with amende

TO. . : "D'Amico Societa di Navigazione SPA"

ATTN: Mr Paolo Montella FROM: DATM: 29-SEP-2008 09:37 MSG:: 12404248

Attached File:

"C.\DOCUME-1\P SPIL-I\JOCALS-I\Temp\ForwurdingFiles\MEDI FIRNZE PROFORMA CP AMENDED VERSION.PDF" 24-Sep-2008 12:44:36 2,158,568 bytes.

PAOLO / PETER

PLS FIND THE BELOW CLEAN FIXTURE RECAP WITH AMENDED ACCNT NAME OF TO BE DATED 25TH SEPTEMBER, 2008. MANY THANKS FOR EVERYONE'S HARDWORK.

- ALL NEGOTIATIONS AND ANY EVENTUAL FIXTURE TO BE KEPT P&C BY ALL PARTIES INVOLVED

M/V MEDI FIRENZE OPEN WAFR (INT. LOME) 1-5 OCTOBER

Geared/Grabbed Handymax BC

Built Tsuneishi Heavy Ind. (Cebu), Inc/Feb 2008/HKG flag

58,722 MT on 12.8 m SSW tpc : 57 .5

LOA :189.99m/Beam 32.26 m(moulded)

GT/NT: 32,379/ 19,353

4 x 30 mt SWL with grabs 4 x 6/12 cbm min/max

5 Ro/5 Ha

Speed/consumption in smooth weather upto max BF4/DSS3, no adverse current, excluding sailing in restricted areas and/or in/out ports:

About 14.50 knots(B)/13.50 knots (L)on about 31.5 metric tons IFO for main engine plus about 1.8 metric tons IFO for Diesel Generators for 24 hours+0.2 MDO Daily port consumption: about 2.8 metric tons IFO+abt 0.3 MT MDO idle / about 4.8 metric tons IFO+0.5 mt MDO working cranes 18 hrs;

IFO specifications:

IFO ISO 8217: 2005(E) RMG 380

MDO ISO 8217:2005(E) DMB

Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping

All details abt

FOR ACCIT OLDENDORFF CARRIERS GMBH

- DEL DLOSP WAFR INT LOME ATDNSHING
- LAY/CAN 02-08 OCT 2008 00H01/23H59 LT ETR 2-3 OCT
- FOR 1 TCT VIA OWENDO TO UKC WITH MANGANESE ORE IN BULK DUR ABT 20-25 DAYS WOG

VIA SES SPS SAS AA AWIWL

- HIRE USD 27,000 DIOT
- REDEL DLOSP 1SP BREST/HAMBURG RGE ATDNSHING
- BOD ABT 900 MT HSFO AND ABT 40 MT MOO BOR ABT SAME OTTIES AS ON DELIVERY PRICES BENDS USD 600 PMT / 950 PMT MDO
- ILORC USD 5000 LESUM ON REDEL

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- CVE USD 1300 PMPR
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- 3,75 ADC + 1.25 PCT ICAP

- OWISE AS PER OWNERS BTB CP LOGICALLY AMENDED/ADAPTED AS PR MTERMS AND BELOW ALTERATIONS:-

lime 86: pls delete "all" insert "50 (fifty) % of"

line 108: pls delete "Forty Five (45), Thirty (30), Twenty (20)" insert "Ten

(10)"

line 110: pls delete "10/" insert "7"

clause 36: bunker survey only to be held at redelivery port clause 46 line 1: to read "...last sufficient hire payments..."

clause 49 2nd para line 3 + 5: pls delete "two" insert "three"

in addition - No drydocking to take place during the currency of this charterparty- unless in case of emergency.

END

MANY THANKS AGAIN FOR EVERYONE'S SUPPORT

clause 73; pls delete 2nd paragraph in full

Bst Rgrds

Peter Spiller

ICAP SHIPPING LONDON

DD: +44 20 7459 2224

Mob: +44 7917 461 895

Email: dry@icap.com

B-berry: .peter.spiller@icap.com

# PLEASE DISREGARD THE PREVIOUS RECAP ALREADY SENT, AS FOLLOWS THE CORRECT ONE

--- Forwarded by Paolo Montella/Montecarlo/Cogema/D'Amico Group on 29/10/2008 1 1:59 AM ---

schartering@tisfreight.co

m>

To undisclosed-reciplents:;

29/10/2008 02:26 AM

Please respond to <chartering@tfsfreight.com> œ

SUDJ MEDI FIRENZE/STX PANOCEAN RECAP

TFS Freight

Stamford Tel - (203) 351 1580 / Fax - (203) 351 1584 Singapore Tel - (+65) 6223 0106 / Fax - (203) 351 1584

Email - Chartering@tfsfreight.com / Web - www.tfsbrokers.com \*\*\*\*\*\*\*\*\*\*\*\*

Date: 10/28/2008

Time: 2;26;17 PM

Ref: JT3166585

PAOLO/JOHN

CORRECTED

MEDI FIRENZE/STX PANOCEAN

PLEASED TO RECAP FOLL CLEAN FIXTURE AS PER YOUR VARIOUS AUTHORITIES

- DISP OWS : "D'AMICO DRY LIMITED, DUBLIN"

C/P CHAIN . READ OWNERS OCEAN TRANSIT CARRIER, PANAMA DISP OWNERS D'AMICO DRY LIMITED, DUBLIN

- VSL : M/V MEDI FIRENZE GEARED/GRABBED HANDYMAX BC BUILT TSUNEISHI HEAVY IND. (CEBU), INC/FEB 2008/HKG FLAG 58,722 MT ON 12.8 M SSW TPC : 57 .5 LOA :189.99M/BEAM 32.26 M(MOULDED) GT/NT : 32,379/ 19,353 4 X 30 MT SWL WITH GRABS 4 X 6/12 CBM MIN/MAX 5 HO/5 HA SPEED/CONSUMPTION IN SMOOTH WEATHER UPTO MAX BF4/DSS3, NO ADVERSE CURRENT, EXCLUDING SAILING IN RESTRICTED AREAS AND/OR IN/OUT PORTS:

**LB DEP 144** 

ABOUT 14.50 KNOTS(B)/13.50 KNOTS (L)ON ABOUT 31.5 METRIC TONS IFO FOR MAIN ENGINE PLUS ABOUT 1.8 METRIC TONS IFO FOR DIESEL GENERATORS FOR 24 HOURS+0.2 MDO DAILY PORT CONSUMPTION: ABOUT 2.8 METRIC TONS IFO+ABT 0.3 MT MDO IDLE / ABOUT 4.8 METRIC TONS IFO+0.5 MT MDO WORKING CRANES 18 HRS;

IFO SPECIFICATIONS:
IFO ISO 8217: 2005(E) RMG 380
MDO ISO 8217:2005(E) DMB
VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW, SHALLOW, BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT, ENGINE/GENERATOR STARTING/STOPPING
ALL DETAILS ABT

ACCT STX PANOCEAN CO. LTD. SEOUL.

- DELY : APS SW PASS ATDNSHING
  - LAYCAN : 10 NOV COOILT 18 NOV 2400LT 2008 IN LOCAL TIME

VESSEL PRESENTLY AT DUNKIRK ETC/D 30TH OCT LAST 3 CGO: MANGANESE ORE/CLINKER/COAL

- TRADING : 1 TCT VIA 8A(S):3B(S) SP(S) AA AWIWL INTENTION WITH HLESS GRAIN PRODUCTS FROM-MISSI RIVER TO CHINA
- REDELY : DLOSP ISP IN CHOPT SINGAPORE-JAPAN RANGE (INT CHINA)
- HIRE : USD 12,500 DIOT
- BUNKERS CLS:
  BUNKERS ON DELIVERY ABT 300 MTS IFO AND ABT 30 MT MDO
  BUNKERS ON REDELIVERY ABOUT SAME QTY AS ACTUALLY ONBOARD ON
  DELIVERY.

PRICES BENDS\_USD 350 PMT IFO AND USD 700 PMT MDO BUNKERS VALUE ON DELIVERY PAYABLE TOGETHER WITH 1ST HIRE INSTALMENT

- ILOHC : USD 5000 LSUMP
- C/V/E : USD 1250 PER MONTH OR PRO-RATA.
- PAYMENT : 1ST HIRE TG WITH BOD VALUE TO BE PAID W/I 3 BANKING DAYS AFTER VSL'S DELIVERY N RCVD RELAVENT INVOICE IN SEOUL GRACE PERIOD : 3 BANKING DAYS.
- VSL'S HOLD(S) ON DELIVERY TE CLEAN/SWEPT/WASHED
  DOWN AND SO AS TO RECEIVE CHRTS INTN CGO IN ALL RESPECTS, FREE OF
  SALT, LOOSE RUST SCALE AND PREVIOUS CGO TO THE SATISFACTION OF
  CHRTRS SURVEYORS. SHOULD THE VSL NOT BE APPROVED BY CHRTRS
  SURVEYOR'S SATISFACTION AS TO CLEANLINESS AS ABOVE, THEN THE VSL TO BE
  PLACED OFF-HIRE FORM THE TIME OF SUCH REJECTION UNTIL THE VSL IS FULLY
  ACCEPTED AND ANY DIRECTLY RELATED EXPENSES AND ACTUAL TIME LOST
  INCURRED TO BE FOR CWNERS ACC
- OWNERS ALLOW CHTRS TO DISCH CGO WITHOUT PRESENTATION OF ORIG B(S)/L

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BY PROVIDING OWNRS WITH CHTRS L.O.I IN ACCORDANCE WITH OWNRS PNI, CLUB FORM AND WORDING BEFORE DISCHARGING, L.O.I. TO BE SIGNED BY CHTRS ONLY

- ENGLISH LAW/LONDON ARBI TO APPLY
- ADD COMM 3.75 PCT PLUS 1.25 PCT TO TFS FREIGHT ON HIRE

Please find herewith tentative stowage plan:

- 1. Sailing Draft: F=11.70m , A=11.81 m
- 2. Arrival Panama Draft: F=12.04 m , A=12.04 m.
- 3. Deadweight=52625 mt
  - H1=8450mt, H2=11700mt, H3=10630mt, H4=11690mt, H5=9030mt.
- 4. Cargo intake- 51500 mt
- 5. BROB=270 mt
- 6. Sagging- 145 mt
- 7. constants=330 mt.
- 8. FW=230 mt
- 9. Ballas water=150 mt

OWISE AS PER OWNERS BTB HEAD WITH LOGICAL ALTERATIONS AS PER MAINTERMS AGREED AND FOLL AMENDMENTS

## MAINBODY

LINE 25: delete "OR ITS GUARANTEED NOMINEE" LINE 108: delete "45, 30", add "25" instead LINE 122: replace "tokyo" by "SEOUL"

CLS 20 (Drydocking) : delete all but add: "Drydocking to be allowed for the duration of this charter only in case of emergency."

#### RIDER

CLS 34 : delete "AND COUNTER SIGNED BY RECEIVERS" (AS PER MAINTERM)

CLS 49, 2nd para, 3rd line : replace "two" by "THREE" (AS PER MAINTERM)

CLS 50, from 2nd para to the end ; delete all (intermeddate hold cleaning is not applicable)

CLS 52, add at the end as flwgs.

"VESSEL IS ABLE TO CARRY A FULL CARGO OF HEAVY GRAIN AND/OR ITS PRODUCTS IN BULK IN VESSEL'S HOLDS. DURING THE CURRENCY OF CHARTER PARTY FERIOD THE VESSEL TO HAVE ON BOARD VALID GRAIN LOADING PLAN AND STABILITY BOOKLET ISSUED BY VESSEL'S CLASS SOCIETY ON BASIS LATEST SOLAS AND FURTHER AMENDMENTS."

CLS 56, 1st line : delete "APPROVED BY OWNERS"

add at the end as flwg

"EVIDENCE OF WEATHER CONDITIONS TO BE TAKEN FROM THE VESSEL'S DECK LOGS AND INDEPENDENT WEATHER BUREAU REPORTS. IN CASE OF DISCREPANCY BETWEEN VESSEL'S DECK LOGS AND OCEAN ROUTE'S REPORTING, THEN THE LATTER WILL BE CHOSEN AS RULING. IF CHARTERERS APPOINT ''AWT'' AS WEATHER ROUTING SERVICE THEN DECK LOGS WILL BE CHOSEN AS RULING.

CLS 61 : AS PER MAINTERM

CLS 73,

7th line : delete "EXCEPT FOR AN ALLOWANCE OF TOTAL EIGHT HOURS EACH LOADING OR DISCH PORT CALL/OPERATION"

LAST PARA: DELETE ALL BUT TO MAINTAIN LAST SENTENCE "ANYWAY, IN CASE OF BREACK-DOWN... NO OFF-HIRE SHALL APPLY"

DELETE ALL LAST PAGE (NON-PAYMENT OF HIRE CLS FOR TIME CHARTER PARTIES)
(END RECAP)

THIRS SUPPORT ENABLING ABOVE AGREEMENT ON YOUR BEHALF. TRUST ABY IN ACCORDANCE WITH YOUR NOTES WHICH PLS CONFIRM.

RGDS TFS AS BROKERS ONLY

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cao.

Medi firenze has been fixed to British marine for 1 tot via aus to ECI as per the below recap.

The brokers are loap hyde in singapore.

The vessel has already delivered to the chrtrs.

The proforma op used is attached.

madifirenze amended for 'ttct.pdf

Best Regards,

d'Arnico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +66 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

<dry@icap.com>

01/12/2009 10:04 PM
Please respond to
<dry@icap.com>

Subj MEDI FIRENZE - ACCT BRITISH MARINE

TO..: "d'Amico Shipping Singapore Pte. Ltd."

FROM: <ICAP SHIPPING .Dry Cargo Dept. dry@icap.com>

DATE: 12-JAN-2009 14:04

MSG.: 13449199

PRATIK / STEVE

PLS SEND BANK DTLS IN MRNG PLS

RE MV MEDI FIRENZE-BRITISH MARINE

AS PER TELECON WE ARE CLEAN FIXED AS BELOW CP DD 12TH JAN 2008

M/V MEDI FIRENZE Geared/Grabbed Handymax BC Built Tsunsishi Heavy Ind. (Cebu), Inc/Feb 2008/HKG flag 58,722 MT on 12.8 m SSW tpc : 57 .5 LOA :189.99m/Beam 32.26 m(moulded) GT/NT: 32,379/ 19,353 4 x 30 mt SWL with grabs  $4 \times 6/12$  cbm min/max 5 Ho/5 Ha Speed/consumption in smooth weather upto max BF4/DS83, no adverse current, excluding sailing in restricted areas and/or in/out ports: About 14.50 knots(B)/13.50 knots (L)on about 31.5 metric tons IFO for main engine plus about 1.8 metric tons IFO for Diesel Generators for 24 hours+0.2 MDO Daily port consumption; about 2.8 metric tons IFO+abt 0.3 MT MDO idle / about 4.8 metric tons IFO+0.5 mt MDO working cranes 18 hrs; IFO specifications: IFO ISO 8217: 2005(E) RMG 380 MDO ISO 8217:2005(E) DMB Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping All details abt

- CHRTS TO HAVE FREE USE OF VSLS GRABS
- OWNS CONFIRM VSL HOLDS AND HATACHS ARE CLEAR AND UNOBSTRUCTED WITHOUT CENTER LINE BULK HEAD
- OWNS CNFM VSL GRABS ARE SUITABLE FOR LOADING / DISCHARGING CHRTS CARGO
- OWNS CNFMF VSL IS FULLY ISM COVERED FOR THE ENTIRE DURATION OF THIS C/P
- OWNS CNFM VSL IS FULLY P+I / HNM / ITF COVERED FOR THE ENTIRE DURATION OF THIS C/P
- VSL IS CLASSED HIGHEST LLOYDS OR EQUIVALENT FOR THE ENTIRE DURATION OF THIS C/P

## FOR

- 1. ACCT BRITISH MARINE ASIA PTE LTD,
- 2. DELY DLOSP INCHON, S.KOREA ATDNSHING

¢:

- 3. LAYCAN 9TH QO.01 11TH 1200 HOURS LT JAN 2009
- 4: PERIOD: 1 TCT VIA SP(S) SB(S) SA(S) AAAA AWIWL , INTEN COAL IN BLK VIA EX AUST TO INDIA
- 5. HIRE: USD 4000 DIOT
- 6.HIRE PAYMENT: CHARTERERS TO PAY 1ST 15 DAYS HIRE + VALUE OF ESTIMATED CONSUMABLE BUNKERS TILL SINGAPORE WITHIN 3 BANKING DAYS OF VSL DEL.
- 7. REDEL: REDEL DLOSP 1 SP INDIA PORT IN CHOPT ATDNSHING
- 8. UPON DELIVERY OR LATEST UPON ARRIVAL 1ST LOADPORT, VSL'S HOLDS TO BE FRESH WATER WASHED, CLEAN, SWEPT, DRY, FREE OF ANY PREVIOUS CARGO RESIDUE AND/OR LOSE RUST SCALES OR ANY OTHER FOREIGN MATERIALS TO THE SATISFACTION OF AN INDEPENDENT SURVEYOR, FAILING WHICH, VSL TO BE PLACED OFF-HIRE FROM TIME
  - REJECTION UNTIL ALL HOLDS PASS RE-INSPECTION, WITH ANY AND ALL DIRECT RELATED EXPENSES FOR PASSING HOLD RE-INSPECTION TO BE FOR OWNERS ACCOUNT.
- 9. BUNKERS: BOD: MIN 1000 MTS IFO AND MDO ABT 35-40 MTS
  BOR: TO BE ABT SAME QITY AS BOD.
  PRICES: DSD 270 PMT IFO / USD 500 PMT MDO BENDS
- 10. ILOHC: USD 4500 .

0F

- 11. C/V/E: USD 1100 PMPR.
- 12. CARGO EXCL CLS: OWNERS CONFIRM COAL ALWAYS ALLOWED
- 13. TRADING EXCL CLS: , OWNERS-CONFIRM TRADING TO/VIA AUSTRALIA SPORE INDIA ALWAYS ALLOWED.
- 14. BIMCO ISPS CLAUSE-FOR T/C PARTIES TO BE INCORPORATED IN AND FORM PART OF THE-G/P.
- 15. ENGLISH LAW TO APPLY AND ARBITRATION TO BE HELD IN LONDON.
- 16. COMMS 3.75 PCT ADCOM PLUS 1.25 PCT ICAP SHIPPING .
- 17. FIXTURE TO BE KEPT PRIVATE AND CONFIDENTIAL BY ALL PARTIES CONCERNED.
- 18. OTHERWISE AS PER OWN BTB CP WITH LOGICAL AND MAINTERMS AMENDMENTS ALSO WITH BELOW ALTERATIONS :-

#### Main Body

cls 4. line 108 - 110: redel notices to read as 15/10/7/5 days approximate notices and 3/2/1 days definite notices.

cls 20: delete in full and insert "No Dry Docking allowed under this cp except

in case of emergency only"

Riders

cls 52: insert" Owners confirm Coal from Australia always allowed under the  ${\tt cp}^n$ 

cls 53: reinstate deletion as per cp wordings

cls 63 to be as per main terms

Insert Additional cls under Hire Payment cls:
"Chrts option to pay first hire of 30days in advance without paying the value
of bunkers on del, but Chrts to replenish bunkers
on redel as per del bunkers".
end

BRGDS

FROM: ICAP SHIPPING .Dry Cargo Dept

ICAP SHIPPING NOW OFFER ANTI PIRACY, SHIP RELATED SECURITY SERVICES AND TRAINING.

SEE OUR WEBSITE WWW.ICAPSHIPPING.COM FOR DETAILS.

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\*\*\*\*

"Shagufta Braemar Delhi" <delhi@braemarseascope. co.ln>

To "DAMICO-S'PORE" <drysingspore@damicoint.com>

cc <chowdhury.p@damicoint.com>

Subj PRATIK (ANJALI - MEDI FIRENZE / ACCOUNT BAGADIYA

ect BROS-CLEAN RECAP

02/19/2009 07:41 PM
Please respond to
"Shagufta Braemar Delhi"
<delhi@braemarseascope.co.in>

#### PRATIK /ANJALI,

PLEASED TO CONFIRM VESSEL IS NOW CLEAN FIXED AS FOLLOWS WITH CP DATED 19TH FEB 2009:

M/V MEDI FIRENZE Geared/Grabbed Handymax BC Built Tsuneishi Heavy Ind. (Cebu), Inc/Féb 2008/Hong Kong flag 58,722 MT on 12.8 m SSW tpc: 57.5 LOA: 189.99m/Beam 32,26 m(moulded) GT/NT: 32,379/19,353 4 x 30 mt SWL with grabs 4 x 6/12 cbm mln/max 5 Ho/5 Ha Speed/consumption in smooth weather-upto max BF4/DSS3, no adverse current, excluding sailing in restricted areas and/or in/out ports: About 14,50 knots(B)/13.50 knots (L)on about 31.5 metric tons IFO for engine plus about 1.8 metric tons IFO-for Diesel Generators for 24 hours+0.2 MDO Dally port consumption: about 2.8 metric tons IFO+abt 0.3 MT MDO Idle / about 4.8 metric tons IFO+0.5 mt MDO working cranes 18 hrs; IFO specifications: IFO ISO 8217: 2005(E):RMG 380 MDO ISO 8217:2005(E) DMB Vessel may use minor quantitles of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping All details abt

FOLLOWING TO BE PART OF VSL DESC:

CONSTANTS: 330 mt

UNPUMPABLE BALLAST: 180 mt

FRESH WATER: 150 mt

LOADABLE QTY AT 12.5 N 12.8 MTRS PARADIP DRAFT

12.5 MTRS PARADIP DRAFT: 54830 mt 12.8 MTRS PARADIP DRAFT: 56560 mt

- OWNERS WARRANT THAT VSL IS FITTED WITH GEARS & GRABS AS DESCRIBED WHICH ARE IN GOOD WORKING CONDITION AND SAME ARE AVAILABLE TO CHRTRS FREE OF COST FOR LOADING AND DISCHARGING IRON ORE CARGO IN BULK

- OWNERS DAMICO DRY LIMITED, DUBLIN

- ACCOUNT BAGADIYA BROTHERS (SINGAPORE) PTE. LTD.
   150 CECIL STREET, 14-01 AXA LIFE BLDG, SINGAPORE 069543
   MR. SUNIL PATNI
- FIXTURE TO BE KEPT STRICTLY PNC
- DEL DLOSP HALDIA OR IN CHRTRS OPTION WWR HALDIA INSIDE HALDIA LOCKGATE ATDNSHING. CHRTRS TO DECLARE THEIR OPTION LATEST 48 HRS PRIOR TO VESSELS COMPLETION OF DISCHARGE AT HALDIA
- LAYĆAN 20-26 FEB 2009

1

- CHRS TO ADV REDELY PORT LATEST WHEN VSL PSG SPORE, CHRTRS TO GIVE 10/7 APPROX AND 5/3/2/1 DEFINITE NOTICE OF REDEL
- FOR 1 TCT VIA SPS SBS SAS AA AWIWL VIA INDIA TO CHINA WÌTH HARMLESS/LAWFUL IRONORE IN BULK INCL IORE FINES, LUMPS AND PELLETS.
- REDEL DLOSP 1 SP CHINA ATDNSHING CHRS TO ADV REDELY PORT LATEST WHEN VSL PSG SPORE.CHRTRS TO GIVE 7/5/3/2/1 DEFINITE NOTICE OF REDEL.
- -ILOHC: USD 4500 LS
- -CVE USD 1200 PMPR
- BOD ABT 1000/1100 MT IFO AND ABT 40/50MT MDO BOR AS ABOUT SAME AS BOD BUNKER PRICES FOR THE DELY QTTY BENDS USD 265 PMT FOR IFO AND USD 380 PMT FOR MDO
- CHARTER HIRE USD 20,000 PDPR INCLOT. FIRST 20 DAYS HIRE PLUS VALUE OF BUNKERS CONSUMABLE UPTO SINGAPORE TO BE PAID TO OWNER'S NOMINATED BANK W/I 3 BANKING DAYS AFTER VSL'S DLY-TO CHRTRS AGAINST OWNERS FAX /E-MAIL INVOICE
- CHTRS HAVE THE RIGHT TO DEDUCT VALUE OF EST BUNKER ENABLE VSL TO REACH SPORE PAID ALONGWITH FIRST HIRE FROM LAST SUFFICIENT HIRE PAYMENT(S). CHRS ALWAYS SUPPLY BUNKER AS PER SPECIFICATION OF BTB CP. CHRTRS CAN DEDUCT OWNERS ESTIMATED EXPENSES FROM LAST SUFFICIENT HIRE BUT MAX LUMPSUM USD 750.
- -Only single crane allowed to work at a time per hatch/hold.
- If DLOSP haidla option is declared then vsis holds on arrival first loading port to be clear/swept and washed down with freshwater and dried and ready to receive chtrs intended
- cargo, being free of loose rust scale and previous cargo residues to the satisfaction of an independent surveyors, shd vsl not to ready or approved by relevant surveyors as being fit and suitably clean for chtrs intended cargo the vsl to be offlire from time of rejection until the vsl is accepted and any direct expenses incurred to be paid by owners.
- IF CHTRS EXERCISE 'WWR' OPTION, OWNERS ARE NOT TO BE RESPONSIBLE FOR HOLDS CLEANLINESS BUT CREW SHALL EXERT BEST ENDEAVOURS TO SWEEP THE HOLDS PROVIDED LOCAL RULES AND REGULATIONS ALLOW SAME.
- -IN THE EVENT CHRRS DECLARE WWR OPTION, VSL TO BE DELIVERED TO CHRRS ON COMPL OF DISCHARGE OF CURRENT CARGO.

- 3.75 PCT ADD COMM + 1.25 PCT TO BRAEMER DELHI
- ALL AS PER TSUNEISHI HULL NO. 082 TO BE RE NAMED MEDI FRIENZE CHARTER PARTY DATED 24<sup>TH</sup> JANUARY 2005 (WHICH IS ATTACHED WITH THE BELOW ALTERATIONS

## PREAMBLE

LINE 108.: REPLACE"FORTY FIVE (45), THIRTY (30), TWENTY (20)" BY "12,10,7"

Cl. 18 - Liens - the word "AND SUB-HIRE" shall be added after "SUB-FREIGHTS" on first line;

last sentence of Cl: 18 - Liens - to be amended asf:
CHARTERERS WILL NOT SUFFER, NOR PERMIT TO BE CONTINUED, ANY LIEN OR
ENCUMBRANCE INCURRED BY THEM OR THEIR AGENTS, WHICH MIGHT HAVE PRIORITY
OVER TITLE AND INTEREST OF THE OWNERS IN THE VESSEL.
IN NO EVENT SHALL CHARTERERS PROCURE, OR PERMIT TO BE PROCURED, FOR THE
VESSEL, ANY SUPPLIES, NECESSARIES OR SERVICES WITHOUT PREVIOUSLY OBTAINING A
STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE FURNISHER THEREOF,
ACKNOWLEDGING THAT SUCH SUPPLIES, NECESSARIES OR SERVICES ARE BEING
FURNISHED ON THE CREDIT OF THE CHARTERERES AND NOT ON THE CREDIT OF THE
VESSEL OR OF HER OWNERS, AND THAT THE FURNISHER CLAIMS NO MARITIME LIEN ON
THE VESSEL THEREFOR.
CLAUSE 20. (LINE 252 TO LINE 256): DELETE ENTIRE CLAUSE N REPLACE IT BY "NO DD
DURING CURRENCY OF THIS CHARTER EXCEPT IN CASE OF EMERGENCY"

## -RIDERS

CLAUSE 28: VSL DESCRIPTION AS PER MAIN TERMS AGREED.

FOLLOWING TO BE PART OF VSL DESC:

CONSTANTS: 330 mt

UNPUMPABLE BALLAST: 180 ml

FRESH WATER: 150 mt

LOADABLE QTY AT 12.5 N 12.8 MTRS PARADIP DRAFT

12.5 MTRS PARADIP DRAFT : 54830 mt 12.8 MTRS PARADIP DRAFT : 56560 mt

CLAUSE 30.: DELETE "CHARTERERS ARE NOT ALLOWED ........ AGREDD BY OWNERS". OTHERWISE AS PER MT AGREED.

CLAUSE 49.: REPLACE ENTIRE LINE NO. 9 I.E. "TIME AFTER THE EXPIRY ......... WHILE THE" BY "However where there is fallure to make "punctual and regular payment" of hire, the Charterers shall be given by the Owners tWO clear banking days (as recognized at the agreed place of payment) written notice to rectify the fallure, and when so rectified within those tWO clear banking days following Owners' notice, the payment shall stand as regular and punctual."

CLAUSE 52, ; ADD "IRON ORE FINES/LUMPS/PELLETS" ALLOWED"

CLAUSE 56. : IN FIRST LINE ADD "FLEET WEATHER INC." IN THE FIRST LINE AFTER "WEATHER ROUTING COMPANY",

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ADD IN THE END AFTER PARA THREE " INCASE THERE IS ANY DESCRIPIANCY IN VESSEL LOGS AND FLEET WEATHER INC REPORTS, FLEET WEATHER INC REPORTS SHOULD BE TAKEN AS FINAL AND BINDING, AND TREAT THEIR CALON SPD/CON AS FINAL AND BINDING ON BOTH THE PARTIES, '

CLAUSE 63. : ADD "INDIA, SINGAPORE, HONGKONG, CHINA ALLOWED.

CLAUSE 73 : PARA1, LINE 6, : INSERT "ON PRO RATA BASIS PER WORKABLE HATCH" IN BETWEEN "VESSEL TO BE CONSIDERED OFF-HIRE" AND "TO THE" PARA 1, LINE 7 AND LINE 8 : DELETE "(EXCEPT FOR AN ALLOWANCE OF TOTAL EIGHT HOURS EACH LOADING OR DISCHARGING PORT CALL/OPERATION) CLAUSE 73: DELETE ENTIRE PARA 2 (I.E. IT IS HOWEVER AGREED THAT, WITH LIMITATION ..... NO OFFHIRE SHALL APPLY."

CLAUSE 83: (B) LINE 2, REPLACE "72 RUNNING HOURS" BY " 2 CLÉAR BANKING DAYS" LINE 3, REPLACE "THE NUMBER OF RUNNING HOURS" BY " 2 CLEAR BANKING DAYS" END

KINDNLY CONFIMR ABY IN ORDER.

M'THNKS YOUR SUPPORT IN CONCLUDING THIS FIXTURE.

BEST REGARDS, ANJALI-SHAGUFTA

medifirence amended for Ttol.pdf

2000 P

14/14

Eastern energy COA Voy 15

Dear All,

Medi Imabari has been accepted by Eastern Energy to perform the 13-22 Laycan. Shipnet will be updated shortly as per the attached calculation.

Nothing further to add as the trade should be no surprise to anyone



- Laycan 13-22 November
- Demurrage Usd 6.500

M.V. MEDI IMABARI PAN FLAG BLT MES 2/2008 56,047 MTDW ON 12.573 m SSW draft (TPC 55,20) 189.99 LOA / 32.26 BEAM 31236/ 18504 GRT/NT CLASS NK 5HO/5HA - FOLDING TYPE H/COVERS Abt 70,800 CBM GR IN M/H 4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS) 4 EL/HYDR GRABS 6/12 CBM CAPACITY SPEED CONS IN SMOOTH WEATHER/CALM SEA UPTO MAX 8F4/DSS3 NO ADV CURRENT EXCL SAILING RESTRICTED AREAS A/O MANOUVERING IN/OUT PORTS/CANAL/ETC ABT 14.3 KN (B) / 13.5 KN (L) ON ABT 33.3 MT IFO + ABT 0.2 MT MDO PORT CONS IDLE ABT 2.8 MT IFO + ABT 0.3 MT MQO WORK OR ABT 5 MT IFO + ABT 1.0 MT MDO VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW, SHALLOW, BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT, ENGINE/GENERATOR STARTING/STOPPING ALL DETAILS ABOUT

Best Regards, Thomas

d'Amtico Dry - Singapore\_ Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pretik Ray Chowdhury P +66 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5690 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

**LB DEP 157** 

ciao,

On completion of the current EE voy 14, Medi imabari will perform d'Amico/Banpu (GLOW)COA-CP dated 20/sept/2006 voy 17 with Laycan 26oct-4th nov.

The loading port will be balikpapan and discharging port will be Mapthaput

44

For guidance the terms are:-

balikpapan/mapthaphut 25000shinc/2000oshinc fit :usd 9,50pmt demm 18000

++

Since the fit is a good one in this market, we should try and maximise the intake on this .

Best\_Regards,

Pratik

d'Amico Dry - Singapore\_ Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833.9543

d'Amico Dry - Monaco ·
Gustavo Corfetti P +377 9310 5604 / M +377 6-8086 3066
Paolo Montella P +377 9310 5590 / M-+377-6-8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

Pratik/Chris

re: d'Amico/Banpu - Glow 17 - chrts advise asf:

We confirm and accept MV.Medi Irrabari or SUB to perform the shipment with agreed laycan 26 Oct. - 4 Nov., 2008 loading at Balikpapan Coal Terminal and her cargo intake 50,000mt+/-10%.

Please be advised the shipping agent at Ballkpapan as follow and discharge port will advise later.

INDO DHARMA TRANSPORT (IDT) - Shipping Agencies

Wisma Indomobil Building Tower II, 7th Floor
JI. MT Haryono Kav.8 - Jakarta 13330 - Indonesia
Phone : +62 21 856 4751 (HUNTING)

Fax

+62 21 856 4758

Dir :

+62 21 280 1406

Mobile :

+62 812 80

16

Clao,

Medi imabari has been fixed to Cargill for an indo-thailand trip as per the below recap.

The broker is R.S.Piatou Singapore.

For ops:-

-AWT has been excluded in the CP

-Owners expenses have been kept max at usd 500 per port.

The CP used is attached.



Medi Imaberi New Amended BTS trip CP .pdf

Best Regards,

d'Amico Dry -- Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6864 7362 / M +65 9126 4128 Pratik Ray-Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

Ref: 261108-UD024183 - R.S. Platou Singapore, Dry Cargo Chartering . Department.

PRATIK / ULAS

GOOD DAY

RE: MEDI IMABARI / CARGILL - CP DD 25 NOV 2008

PLSED TO DRAW THE CLEAN RECAP, WITH CP DD 25 NOV 2008, AS FOLLWS:

M.V. MEDI IMABARI PAN FLAG BLT MES 2/2008 56,047 MTDW ON 12.573 M SSW DRAFT (TPC 55.20) 189.99 LOA / 32.26 BEAM 31236/ 18504 GRT/NT CLASS NK 580/58A - FOLDING TYPE H/COVERS

**LB DEP 159** 

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ABT 70,800 CBM GR IN M/H
4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS)
4 EL/HYDR GRABS 6/12 CBM CAPACITY
SPEED CONS IN SMOOTH WEATHER/CALM SEA UPTO MAX BY4/DSS3 NO ADV CURRENT EXCL
SAILING RESTRICTED AREAS A/O MANOUVERING IN/OUT PORTS/CANAL/ETC
ABT 14.3 KN (B) / 13.5 KN (L) ON ABT 33.3 MT IFO + ABT 0.2 MT MDO
PORT CONS
IDLE ABT 2.8 MT IFO + ABT 0.3 MT MDO
WORK CR ABT 5 MT IFO + ABT 1.0 MT MDO
VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW,
SHALLOW, BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT,
ENGINE/GENERATOR STARTING/STOPPING
ALL DETAILS ABOUT
```

- ACCOUNT CARGILL OCEAN TRANSPORTATION, SINGAPORE
- DEL APS MUARA PANTAI ATONSHING
- LAYCAN 05-12 DECEMBER 2008
- FOR 1 TCT VIA SPS SBS SAS AA ANIWL VIA INDONESIA TO THAILAND WITH COAL IN BULK ONLY
- REDEL DLOSP 1 SP THAILAND ATDNSHING
- DURATION ABT 15-20 DAYS WOG
- HIRE USD 8750 DIOT PAYABLE EVERY 12 DAYS IN ADVANCE TOGETHER WITH ESTIMATED

CONSUMABLE BUNKERS FOR THE VOYAGE

- C/V/E USD 1,250 PMPR
- ILOHC USD 5,000 L/S
- BOD ABT 850-950 MT 1FO AND ABT 30-40 MT MDO
- BOR OTTIES TO ABT SAME AS BOD OTTIES

PRICES USD 250/600 PMT FOR IFO AND MDO RESPECTIVELY

- 3.75 PGT. ADD COMM + 1.25 PCT TO RS PLATOU (ASIA) PTE, LTD. OTHERWISE AS PER MEDI IMABARI / NOBLE CP DD 13 MARCH 2008 , AS SENT,
- LOGICALY

AMENDED IN ACCORDANCE WITH MAIN TERMS AGREED ABOVE AND WITH FOLLING ALTERATIONS:

#### MAIN CLS

LINE-22	DELETE "APPROVED BY OWNERS" AFTER "WEATHER ROUTING COMPANY"
LINE 41	REINSTATE "SHALL BE READY"
LINE 108	DELETE "15" REPLACE BY "10"

### RIDERS

والمراويون والمالية	· · · · · · · · · · · · · · · · · · ·	•
CLSE 50	DELETE PARA 2 AND PARA 3 (1 TCT ONLY)	
CLSE 52	DELETE ALL - INSERT "CARGO COAL IN BULK ONLY"	
CLSE 56	DELETE "(APPROVED BY OWNERS)" IN LINE 1	
CLSE 61	DELETE "IRON ORE" IN LINE 3 AND REPLACE BY "COAL"	
CLSE 73	DELETE "IRON ORE" IN LINE 2 AND REPLACE BY "COAL"	
	THE CONTRACT OF THE PARTY OF TH	RT ETE

LAST PARA.

END RECAP

TRUST ABOVE IN GOOD ORDER

MANY THANKS FOR YOUR KIND SUPPORT

BEST REGARDS, ULAS DURALI

R.S. PLATOU (ASIA) PTE. LTD. TEL : + 65 6936 8733 clao,

Medi imabari has been accepted by unique for performing the SPOT cargo(handover sent on friday) with cp date 1/dec/2008 (muara satui-kohsichang).

The minimum lift for the cargo is 55000mt. On tropical marks we should try and maximise the lift on her. The agents details are as below.

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65 6864 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6864 7363 / M +65 9833 9543

d<sup>i</sup>Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottezzi P +1 604 484 8022 / M +1 778 888 6528

From: Fearnleys (Thailand) Ltd.

Date: 04/12/2008

Dear Pratik,

Re: My Medi Imabari/UMS

Thanks for nomination, following received from Charterers:-

gte
On behalf of Unique Mining Services PCL., we would like to confirm our
acceptance of M.V. MEDI IMABARI to be the performing vessel to lift
our cargo from Muara Satul to Koh Sichang, Thailand during the laycan
of 15- 24 December 2008.

Loading port agent : PT. Tri ElangJaya Maritim

Discharging port Agent : Thoresen Thai Agencies Public Company Limited unque

Please find agents full style as follow:-

AT LOAD PORT PT. Tri ElangJaya Maritim Shipping Company and Agency Jalan Pemuda No. 66, 3rd Floor Jakarta 13220, Indonesia

**LB DEP 161** 

```
Telex: 48829 TEM IA
Phone: (62-21) 470,1219
Fax: (62-21) 470.1220
E-mail: trielang@trielang.co.id
Homepage: www.trielang.co.id
P I C: Mr. Viar Virana, viar@trielang.co.id
AT DISCHARGE PORT
ISS THORESEN AGENCIES LTD.
26/26-27 ORAKARN BUILDING 8TH FLOOR
SOI CHIDLOM, PLOENCHIT ROAD,
BANGKOK 10330, THAILAND
Tel: +66 2250-0569
Fax: +66 2253-9497
Email: ops_dry@thoresen.com
P I C: Capt. Segsit
Please keep us updated on vessel's itinerary and kindly revert with
master's pre-stowage plan in due course, many thanks in advance.
Best regards/Linh
From: dry@damicoint.com
To: Suttiporn Srisanakarnkij <chartering@Fearnleys.co.th>
Subject: Re; damico/ums spot: cp dated 1/dec/2008; vessel nomination
Date: Wed, 3 Dec 2008 11:12:14 +0800
Linh/Pratik
Re: d'Amico /Unique SPCT cargo CP dated 1/dsc/2008(laycan 15-24 dec
2008)
With regard to the above lifting we wish to nominate m.v. Medi imabari
or sub:
M.V. MEDI IMABARI
PAN FLAG BLT MES 2/2008
```

M.V. MEDI IMABARI
PAN FLAG BLT MES 2/2008
56,047 MTDW ON 12.573 m SSW draft (TPC 55.20)
189.99 LOA / 32.26 BEAM
31236/ 18504 GRT/NT
CLASS NK
5HO/5HA ? FOLDING TYPE H/COVERS
Abt 70,800 CBM GR IN M/H
4 CR 30 T SWL (24 T SWL WHEN OPERATING WITH GRABS)
4 EL/HYDR GRABS 12 CBM CAPACITY

ALL DETAILS ABOUT

Itinery: ETCD kosichang 14/17 dec 2008 agw wp wog ncae ETA muara satu: 19/22 dec 2008 agw wp wog ucae
Estimated loadable qty abt 56000 to be confirmed by master.

Best Regards,

\*\*\*\*\*\*\*\*\*\*

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 95‡3 Ciao.

Medi imabari has been fixed to perform Cetragpa- coal cargo to Villanueva on Voy bss as per the below recap.

The loading port is jorong and shippers are banpu.

The proforma cp is attached for ur reference.

MEDI CHENNAI 12.06,07 Cetrago a, doc

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corietti P +377 9310 5604 / M +377 6'8086 3066 Paolo Montella P +377 9310 6590 / M +377 6 8086 8799

d'Arnico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

> Pareto Dry Cargo AS <dry@pareto.no>

To <dryshgepore@damiccint.com>

01/29/2009 11:46 PM

-, C

ect

Please respond to
Pareto Dry Cargo AS<dry@pareto.no>

Subj Pratik/knut-inge

PARETO DRY CARGO AS
OSLO

dry@pareto.no tel: +47 22010930 fax: +47 22010926 www.pareto.no

10